

## INSURANCE POLICY - ORIGINAL

Policy Number:	PN-856831
Insured Name:	Acme Corporation
Inception Date:	2025-01-31
Expiration Date:	2026-01-31
Duration:	12 months
Payment Terms:	210 days from inception
Policy Limit:	\$124,441,629

### Financial Information

Insured Value:	\$147,873,292
Premium:	\$262,481
Brokerage Commission:	19.25%

### Deductibles

All Other Loss:	\$15,047,000 each and every loss
Earthquake:	\$21,428,000 each and every loss
Named Windstorm:	\$6,710,000 each and every loss
Flood:	\$51,676,000 each and every loss

### Self Insured Retention (SIR)

None

## Sublimits

Flood:	\$100,000,000
Sfha Flood:	\$50,000,000
Earthquake:	\$100,000,000
California Earthquake:	\$75,000,000
Named Windstorm:	\$50,000,000
Accidental Interruption:	\$50,000,000
Ammonia Contamination:	\$10,000,000
Automatic Coverage:	\$10,000,000
Contingent Time Element:	\$25,000,000
Errors Omissions:	\$10,000,000
Gross Profits:	12 months
Ingress Egress:	\$25,000,000
Miscellaneous Property:	\$50,000,000
Ordinary Payroll:	365 days
Rental Property:	\$10,000,000
Rolling Stock:	\$25,000,000
Transportation:	\$100,000,000
Valuable Papers Records:	\$25,000,000

## Exclusions and Clauses

### ***Terrorism:***

#### **Terrorism Exclusion Endorsement (NMA2919)**

Notwithstanding any provision to the contrary within this reinsurance or any endorsement thereto it is agreed that this reinsurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss; (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or (2) any act of terrorism. For the purpose of this exclusion, an act of terrorism means an activity, including the threat of an activity or the preparation for an activity, whether violent or nonviolent, that appears to be intended to (i) intimidate, coerce, or retaliate against any segment of the civilian population, or (ii) disrupt any segment of the economy, or (iii) influence the policy of a government by intimidation, coercion, or retaliation, or (iv) advance a political, religious,

ideological, or ethnic cause. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

***Nuclear:***

Excluded

## ***Communicable Disease:***

### **Communicable Disease Endorsement (LMA5393)**

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease. 2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test: 2.1. for a Communicable Disease, or 2.2. any property insured hereunder that is affected by such Communicable Disease. 3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder. 4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the policy remain the same.

## **Cyber:**

### **NMA 2915 Electronic Data Endorsement B**

Electronic Data Exclusion Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows: (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'. (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril. Listed Perils Fire Explosion

Electronic Data Processing Media Valuation Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows: Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

***Sanctions:***

LMA 3100A Sanctions Limitation & Exclusion Clause

***Microorganism:*****Microorganism Exclusion (LMA5018)**

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns. This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.



***Transmission & Distribution Lines:***

Included

# Coverage Information

Earthquake:	Included
Strikes, Riots, Civil Commotion:	Excluded
Named Windstorm:	Excluded
Flood:	Included